REMARKS

This is a full and timely response to the outstanding final Office Action mailed August 25, 2006. Claims 1-26 remain pending in the present application. Reconsideration and allowance of the application and pending claims are respectfully requested.

Response To Rejections of Claims Under 35 U.S.C. § 102

Claims 1-26 have been rejected under 35 U.S.C. § 102(b) as being anticipated by *Thiessen* (U.S. Patent No. 5,494,412). Applicants respectfully traverse this rejection.

It is axiomatic that "[a]nticipation requires the disclosure in a single prior art reference of each element of the claim under consideration." *W. L. Gore & Associates, Inc. v. Garlock, Inc.*, 721 F.2d 1540, 1554, 220 USPQ 303, 313 (Fed. Cir. 1983). Therefore, every claimed feature of the claimed subject matter must be represented in the applied reference to constitute a proper rejection under 35 U.S.C. §102(b). In the present case, not every feature of the claimed subject matter is represented in the *Thiessen* reference. Applicants discuss the *Thiessen* reference and Applicants' claims in the following.

a. Claim 1

As provided in independent claim 1, Applicants claim:

> A computer system for allowing negotiation between a plurality of entities, the computer system comprising a computer network having a plurality of computer nodes; a computer node being arranged to define the negotiation between the entities with a set of negotiation activities; ***wherein the computer node is operable to implement a plurality of negotiation rule sets defining a plurality of market mechanisms, each rule set constraining the set of negotiation activities to a specific negotiation type, thereby allowing an entity to select at least one of a plurality of negotiation types, the selected negotiation rule set being used to validate proposals submitted by participants in the negotiation, the computer node matching compatible proposals in accordance with rules defined in the selected negotiation rule set and forming an agreement.***

(Emphasis added).

Applicants respectfully submit that independent claim 1 is allowable for at least the reason that *Thiessen* does not disclose, teach, or suggest at least "wherein

the computer node is operable to implement a plurality of negotiation rule sets defining a plurality of market mechanisms, each rule set constraining the set of negotiation activities to a specific negotiation type, thereby allowing an entity to select at least one of a plurality of negotiation types, the selected negotiation rule set being used to validate proposals submitted by participants in the negotiation, the computer node matching compatible proposals in accordance with rules defined in the selected negotiation rule set and forming an agreement," as recited and emphasized above in claim 1.

In the final Office Action, it is stated that "Thiessen must compare and match different proposals set by all parties before arriving at a mutual and dynamic agreement." Page 4. Applicants respectfully disagree and submit that *Thiessen* states:

> ICANS first encourages parties to make a proposal or identify at least one alternative solution to the problem that their party would find acceptable. ICANS then uses the preference information provided by each party to search for equivalent alternatives to party proposals by using linear programming to solve an optimization problem for which the objective is to insure no loss in satisfaction for any party while minimizing the maximum gain achieved by any party. If all parties accept the alternative generated by ICANS as a tentative agreement, that alternative is known as a common base alternative (common base for short). The purpose of establishing the common base is to facilitate the negotiations by converting inconsistent proposals offered by each party into what is for everyone an equivalent one from which joint negotiations can proceed. If no alternative equivalent to party proposals exists, the same optimization process can be used to generate a compromise to party proposals that would represent equivalent losses to each party. This compromise, or in fact any alternative created by ICANS or any other party, can also be considered as a candidate for the common base. In some cases, the parties may all agree to a common base at the outset, thereby bypassing the need for ICANS to generate it.
>
> Once a common base has been established, ICANS can search for an improved alternative solution that will bring greater or equal satisfaction to all parties as compared to the common base.

Col. 3, lines 29-55.

Accordingly, *Thiessen* does not match compatible proposals. Rather, *Thiessen* searches for alternatives to party proposals, establishes a common base alternative, and then compares a potential solution with the common base

alternative (which is not a proposal submitted by a participant) by considering how much satisfaction the solution brings to one or more parties. Once a common base has been established, an improved alternative solution is sought that will improve upon the common base alternative. *See* col. 3, lines 11-60. Moreover, in *Thiessen*, ICANS "generates an agreement that optimizes both the individual and overall benefit to the parties." Col. 17, lines 9-11 (Emphasis added). As such, *Thiessen* does not form an agreement by matching compatible proposals.

As a result, *Thiessen* does not teach or suggest at least all of the claimed features of claim 1. Therefore, claim 1 is not anticipated by *Thiessen*, and the rejection should be withdrawn for at least this reason alone.

b. Claims 2-11

Because independent claim 1 is allowable over the cited art of record, dependent claims 2-11 (which depend from independent claim 1) are allowable as a matter of law for at least the reason that dependent claims 2-11 contain all the features of independent claim 1. For at least this reason, the rejections of claims 2-11 should be withdrawn.

c. Claim 12

As provided in independent claim 12, Applicants claim:

> A computer node for coupling to a computer system to allow negotiation between a plurality of entities, the computer node comprising a processor, the processor being arranged to define the negotiation between the entities with a set of negotiation activities; ***wherein the processor is operable to implement a plurality of negotiation rule sets defining a plurality of market mechanisms, each rule set constraining the set of negotiation activities to a specific negotiation type, thereby allowing an entity to select at least one of a plurality of negotiation types, the selected negotiation rule set being used to validate proposals submitted by participants in the negotiation, the computer node matching compatible proposals in accordance with rules defined in the selected negotiation rule set and forming an agreement.***

(Emphasis added).

Applicants respectfully submit that independent claim 12 is allowable for at least the reason that *Thiessen* does not disclose, teach, or suggest at least "wherein the processor is operable to implement a plurality of negotiation rule sets defining a

plurality of market mechanisms, each rule set constraining the set of negotiation activities to a specific negotiation type, thereby allowing an entity to select at least one of a plurality of negotiation types, the selected negotiation rule set being used to validate proposals submitted by participants in the negotiation, the computer node matching compatible proposals in accordance with rules defined in the selected negotiation rule set and forming an agreement," as recited and emphasized above in claim 12.

Rather, *Thiessen* appears to disclose at most a method for assisting parties in achieving agreements in multi-party negotiations. The method "encourages parties to make a proposal or identify at least one alternative solution to the problem that their party would find acceptable." Equivalent alternatives to the party proposals are then searched. If the parties agree to an alternative solution, this is regarded as a "tentative agreement" or a "common base alternative." Once a common base has been established, an improved alternative solution is sought that will improve upon the common base alternative. *See* col. 3, lines 11-60.

As described above, *Thiessen* seemingly seeks alternatives to proposals submitted by participants during a dispute resolution session. Accordingly, *Thiessen* does not seem to be directed towards implementing "a plurality of negotiation rule sets defining a plurality of market mechanisms." Further, *Thiessen* does not appear to teach or suggest "matching compatible proposals in accordance with rules defined in the selected negotiation rule set and forming an agreement." As explained above, *Thiessen* attempts to find alternative solutions to the ones suggested in disputing participants' proposals.

As a result, *Thiessen* does not teach or suggest at least all of the claimed features of claim 12. Therefore, claim 12 is not anticipated by *Thiessen*, and the rejection should be withdrawn for at least this reason alone.

In the final Office Action, it is stated that "Thiessen must compare and match different proposals set by all parties before arriving at a mutual and dynamic agreement." Page 4. Applicants respectfully disagree and submit that *Thiessen* states:

> ICANS first encourages parties to make a proposal or identify at least one alternative solution to the problem that their party would find acceptable. ICANS then uses the preference information provided by each party to search for equivalent alternatives to party proposals by using linear programming to solve an optimization

problem for which the objective is to insure no loss in satisfaction for any party while minimizing the maximum gain achieved by any party. If all parties accept the alternative generated by ICANS as a tentative agreement, that alternative is known as a common base alternative (common base for short). The purpose of establishing the common base is to facilitate the negotiations by converting inconsistent proposals offered by each party into what is for everyone an equivalent one from which joint negotiations can proceed. If no alternative equivalent to party proposals exists, the same optimization process can be used to generate a compromise to party proposals that would represent equivalent losses to each party. This compromise, or in fact any alternative created by ICANS or any other party, can also be considered as a candidate for the common base. In some cases, the parties may all agree to a common base at the outset, thereby bypassing the need for ICANS to generate it.

Once a common base has been established, ICANS can search for an improved alternative solution that will bring greater or equal satisfaction to all parties as compared to the common base.

Col. 3, lines 29-55.

Accordingly, *Thiessen* does not match compatible proposals. Rather, *Thiessen* searches for alternatives to party proposals, establishes a common base alternative, and then compares a potential solution with the common base alternative (which is not a proposal submitted by a participant) by considering how much satisfaction the solution brings to one or more parties. Once a common base has been established, an improved alternative solution is sought that will improve upon the common base alternative. *See* col. 3, lines 11-60. Moreover, in *Thiessen*, ICANS "generates an agreement that optimizes both the individual and overall benefit to the parties." Col. 17, lines 9-11 (Emphasis added). As such, *Thiessen* does not form an agreement by matching compatible proposals.

For at least these reasons, claim 12 is not anticipated by *Thiessen*, and the rejection should be withdrawn.

d. Claims 13-17

Because independent claim 12 is allowable over the cited art of record, dependent claims 13-17 (which depend from independent claim 12) are allowable as a matter of law for at least the reason that dependent claims 13-17 contain all the features of independent claim 12. For at least this reason, the rejections of claims 13-17 should be withdrawn.

e. **Claim 18**

As provided in independent claim 18, Applicants claim:

> A method for selecting a negotiation type between a plurality of entities via a computer network having a plurality of computer nodes, the method comprising ***defining in a computer node a set of negotiation activities; allowing an entity to select via the computer node at least one of a plurality of negotiation rule sets defining a plurality of market mechanisms, each rule set constraining the set of negotiation activities to a specific negotiation type, thereby allowing an entity to select at least one of a plurality of negotiation types, the selected negotiation rule set being used to validate proposals submitted by participants in the negotiation, the computer node matching compatible proposals in accordance with rules defined in the selected negotiation rule set and forming an agreement***

(Emphasis added).

Applicants respectfully submit that independent claim 18 is allowable for at least the reason that *Thiessen* does not disclose, teach, or suggest at least "defining in a computer node a set of negotiation activities; allowing an entity to select via the computer node at least one of a plurality of negotiation rule sets defining a plurality of market mechanisms, each rule set constraining the set of negotiation activities to a specific negotiation type, thereby allowing an entity to select at least one of a plurality of negotiation types, the selected negotiation rule set being used to validate proposals submitted by participants in the negotiation, the computer node matching compatible proposals in accordance with rules defined in the selected negotiation rule set and forming an agreement," as recited and emphasized above in claim 18.

Rather, *Thiessen* appears to disclose at most a method for assisting parties in achieving agreements in multi-party negotiations. The method "encourages parties to make a proposal or identify at least one alternative solution to the problem that their party would find acceptable." Equivalent alternatives to the party proposals are then searched. If the parties agree to an alternative solution, this is regarded as a "tentative agreement" or a "common base alternative." Once a common base has been established, an improved alternative solution is sought that will improve upon the common base alternative. *See* col. 3, lines 11-60.

As described above, *Thiessen* seemingly seeks alternatives to proposals submitted by participants during a dispute resolution session. Accordingly, *Thiessen* does not seem to be directed towards implementing "a plurality of negotiation rule

sets defining a plurality of market mechanisms." Further, *Thiessen* does not appear to teach or suggest "matching compatible proposals in accordance with rules defined in the selected negotiation rule set and forming an agreement." As explained above, *Thiessen* attempts to find alternative solutions to the ones suggested in disputing participants' proposals.

As a result, *Thiessen* does not teach or suggest at least all of the claimed features of claim 18. Therefore, claim 18 is not anticipated by *Thiessen*, and the rejection should be withdrawn for at least this reason alone.

In the final Office Action, it is stated that "Thiessen must compare and match different proposals set by all parties before arriving at a mutual and dynamic agreement." Page 4. Applicants respectfully disagree and submit that *Thiessen* states:

> ICANS first encourages parties to make a proposal or identify at least one alternative solution to the problem that their party would find acceptable. ICANS then uses the preference information provided by each party to search for equivalent alternatives to party proposals by using linear programming to solve an optimization problem for which the objective is to insure no loss in satisfaction for any party while minimizing the maximum gain achieved by any party. If all parties accept the alternative generated by ICANS as a tentative agreement, that alternative is known as a common base alternative (common base for short). The purpose of establishing the common base is to facilitate the negotiations by converting inconsistent proposals offered by each party into what is for everyone an equivalent one from which joint negotiations can proceed. If no alternative equivalent to party proposals exists, the same optimization process can be used to generate a compromise to party proposals that would represent equivalent losses to each party. This compromise, or in fact any alternative created by ICANS or any other party, can also be considered as a candidate for the common base. In some cases, the parties may all agree to a common base at the outset, thereby bypassing the need for ICANS to generate it.
>
> Once a common base has been established, ICANS can search for an improved alternative solution that will bring greater or equal satisfaction to all parties as compared to the common base.

Col. 3, lines 29-55.

Accordingly, *Thiessen* does not match compatible proposals. Rather, *Thiessen* searches for alternatives to party proposals, establishes a common base alternative, and then compares a potential solution with the common base

alternative (which is not a proposal submitted by a participant) by considering how much satisfaction the solution brings to one or more parties. Once a common base has been established, an improved alternative solution is sought that will improve upon the common base alternative. *See* col. 3, lines 11-60. Moreover, in *Thiessen*, ICANS "generates an agreement that optimizes both the individual and overall benefit to the parties." Col. 17, lines 9-11 (Emphasis added). As such, *Thiessen* does not form an agreement by matching compatible proposals.

For at least these reasons, claim 18 is not anticipated by *Thiessen*, and the rejection should be withdrawn.

f. Claim 19

As provided in independent claim 19, Applicants claim:

> A computer system for allowing negotiation between a plurality of entities, the computer system comprising a computer network having a plurality of computer nodes; a computer node being arranged to define the negotiation between the entities with a set of negotiation activities; ***wherein a number of different market mechanisms are definable by different arrangements of negotiation activities, the negotiation activities include a proposal validator for validating a proposal, received from an entity, with an agreement template, a negotiation locale for providing a validated proposal to a proposal compatibility checker for comparing proposals received from the negotiation locale to determine compatibility of received proposals to establish an agreement.***

(Emphasis added).

Applicants respectfully submit that independent claim 19 is allowable for at least the reason that *Thiessen* does not disclose, teach, or suggest at least "wherein a number of different market mechanisms are definable by different arrangements of negotiation activities, the negotiation activities include a proposal validator for validating a proposal, received from an entity, with an agreement template, a negotiation locale for providing a validated proposal to a proposal compatibility checker for comparing proposals received from the negotiation locale to determine compatibility of received proposals to establish an agreement," as recited and emphasized above in claim 19.

Rather, *Thiessen* appears to disclose at most a method for assisting parties in achieving agreements in multi-party negotiations. The method "encourages parties to make a proposal or identify at least one alternative solution to the problem that

their party would find acceptable." Equivalent alternatives to the party proposals are then searched. If the parties agree to an alternative solution, this is regarded as a "tentative agreement" or a "common base alternative." Once a common base has been established, an improved alternative solution is sought that will improve upon the common base alternative. *See* col. 3, lines 11-60.

As described above, *Thiessen* seemingly seeks alternatives to proposals submitted by participants during a dispute resolution session. Accordingly, *Thiessen* does not seem to be directed towards arranging negotiation activities such that "a number of different market mechanisms are definable by different arrangements of negotiation activities." Further, *Thiessen* does not appear to teach or suggest "comparing proposals received from the negotiation locale to determine compatibility of received proposals to establish an agreement." As explained above, *Thiessen* attempts to find alternative solutions to the ones suggested in disputing participants' proposals.

As a result, *Thiessen* does not teach or suggest at least all of the claimed features of claim 19. Therefore, claim 19 is not anticipated by *Thiessen*, and the rejection should be withdrawn for at least this reason alone.

g. Claims 20-22

Because independent claim 19 is allowable over the cited art of record, dependent claims 20-22 (which depend from independent claim 19) are allowable as a matter of law for at least the reason that dependent claims 20-22 contain all features of independent claim 19. For at least this reason, the rejections of claims 20-22 should be withdrawn.

h. Claim 23

As provided in independent claim 23, Applicants claim:

> A computer node for coupling to a computer system to allow negotiation between a plurality of entities, the computer node comprising a processor, the processor being arranged to define the negotiation between the entities with a set of negotiation activities; ***wherein a number of different market mechanisms are definable by different arrangements of negotiation activities, the negotiation activities include a proposal validator for validating a proposal, received from an entity, with an agreement template, a negotiation locale for providing a validated proposal to a***

proposal compatibility checker for comparing proposals received from the negotiation locale to determine compatibility of received proposals to establish an agreement.

(Emphasis added).

Applicants respectfully submit that independent claim 23 is allowable for at least the reason that *Thiessen* does not disclose, teach, or suggest at least "wherein a number of different market mechanisms are definable by different arrangements of negotiation activities, the negotiation activities include a proposal validator for validating a proposal, received from an entity, with an agreement template, a negotiation locale for providing a validated proposal to a proposal compatibility checker for comparing proposals received from the negotiation locale to determine compatibility of received proposals to establish an agreement," as recited and emphasized above in claim 23.

Rather, *Thiessen* appears to disclose at most a method for assisting parties in achieving agreements in multi-party negotiations. The method "encourages parties to make a proposal or identify at least one alternative solution to the problem that their party would find acceptable." Equivalent alternatives to the party proposals are then searched. If the parties agree to an alternative solution, this is regarded as a "tentative agreement" or a "common base alternative." Once a common base has been established, an improved alternative solution is sought that will improve upon the common base alternative. *See* col. 3, lines 11-60.

As described above, *Thiessen* seemingly seeks alternatives to proposals submitted by participants during a dispute resolution session. Accordingly, *Thiessen* does not seem to be directed towards arranging negotiation activities such that "a number of different market mechanisms are definable by different arrangements of negotiation activities." Further, *Thiessen* does not appear to teach or suggest "comparing proposals received from the negotiation locale to determine compatibility of received proposals to establish an agreement." As explained above, *Thiessen* attempts to find alternative solutions to the ones suggested in disputing participants' proposals.

As a result, *Thiessen* does not teach or suggest at least all of the claimed features of claim 23. Therefore, claim 23 is not anticipated by *Thiessen*, and the rejection should be withdrawn for at least this reason alone.

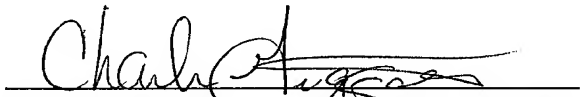
i. **Claims 24-26**

Because independent claim 23 is allowable over the cited art of record, dependent claims 24-26 (which depend from independent claim 23) are allowable as a matter of law for at least the reason that dependent claims 24-26 contain all the features of independent claim 23. For at least this reason, the rejections of claims 24-26 should be withdrawn.

CONCLUSION

For at least the reasons set forth above, Applicants respectfully submit that all objections and/or rejections have been traversed, rendered moot, and/or accommodated, and that the pending claims are in condition for allowance. Favorable reconsideration and allowance of the present application and all pending claims are hereby courteously requested. If, in the opinion of the Examiner, a telephonic conference would expedite the examination of this matter, the Examiner is invited to call the undersigned agent at (770) 933-9500.

Respectfully submitted,



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